

## **EXHIBIT 19**

**From:** Ariel Evans <Ariel.Evans@tn.gov>

**To:** Debbie Inglis <Debbie.Inglis@tn.gov>, "Bo C. Irvin" <Bo.C.Irvin@tn.gov>, "Tony I. Mays" <Tony.I.Mays@tn.gov>, Jane Lovell <Jane.Lovell@tn.gov>, "Kelly Young" <Kelly.Young@tn.gov>, Zach Lebarts <Zach.Lebarts@tn.gov>

**Cc:** Priscilla Wainwright <Priscilla.Wainwright@tn.gov>, Leni Chick <Leni.Chick@tn.gov>, "Lisa C. Parks" <Lisa.C.Parks@tn.gov>, Ashraf Gabous <Ashraf.Gabous@tn.gov>, Carolyn Fiedler <Carolyn.Fiedler@tn.gov>

**Subject:** [CONFIDENTIAL] ERS Delegated Authority FY22

**Date:** 2021-04-23 09:31:52 -0500

**Importance:** High

**Attachments:** ERS\_DA\_FY2022.pdf

**Inline-Images:** image001.png; image002.png

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Good Morning,

The Delegated Authority for Execution Related Services has been approved and executed for FY22. Please retain this copy for your records.

Regards,



**Ariel Evans, CPM** | Contracts Administration  
3<sup>rd</sup> Floor Rachel Jackson Building  
320 6<sup>th</sup> Avenue North, Nashville, TN 37243  
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**From:** Ariel Evans <Ariel.Evans@tn.gov>

**To:** "Lisa C. Parks" <Lisa.C.Parks@tn.gov>, Debbie Inglis <Debbie.Inglis@tn.gov>

**Cc:** Kelly Young <Kelly.Young@tn.gov>, Priscilla Wainwright <Priscilla.Wainwright@tn.gov>, Leni Chick <Leni.Chick@tn.gov>, Ashraf Gabous <Ashraf.Gabous@tn.gov>

**Subject:** Delegated Authority (FY22)

**Date:** 2021-04-09 10:53:15 -0500

**Importance:** Normal

**Attachments:** ERS\_DA\_FY2022.pdf; 32901-31272\_Delegated\_Authority\_Indigent\_Transportation\_Services\_FY22.pdf; 32901-31271\_Delegated\_Authority\_SOTB\_(FY2022).pdf

**Inline-Images:** image001.png; image002.png

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Good Morning Acting CFO Parks & DC Inglis,

Attached are the Delegated Authority documents for FY22 for approval. Acting CFO Parks, your signature on the budget box on the cover page is needed. The following delegated authorities are attached:

Sex Offender Treatment Services  
Indigent Offender Transportation  
Execution Related Services

Regards,



**Ariel Evans, CPM** | Contracts Administration  
3<sup>rd</sup> Floor Rachel Jackson Building  
320 6<sup>th</sup> Avenue North, Nashville, TN 37243  
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## DELEGATED AUTHORITY

<b>Agency Tracking #</b> [REDACTED]	<b>Edison ID</b>	<b>Effective Date</b> July 1, 2021	<b>End Date</b> June 30, 2022		
<b>Edison ID of prior, similar document (if any)</b>		65328			
<b>Service Caption</b> Execution Related Services					
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Maximum Liability</b>
2022	\$400,000.00				\$400,000.00
<b>TOTAL:</b>	<b>\$400,000.00</b>				<b>\$400,000.00</b>
<b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.		<i>CPO USE – DA</i>			
<b>Speed Chart (optional)</b>	<b>Account Code (optional)</b>				

## DELEGATED AUTHORITY

This Delegated Authority ("DA") application, if approved in accordance with Central Procurement Office ("CPO") rules, policies, and procedures, shall authorize the applicant state agency ("State Agency") to purchase goods or services or execute contracts for the specified program without individual, independent approval, PROVIDED THAT all purchases and executed contracts comply with CPO rules, policies and procedures, and are within the limits, guidelines, and conditions of this DA. All purchases under an approved DA shall be made using purchase orders in compliance with CPO Policy 2013-004, Section 4.3.2. Where a contract is required under Policy 2013-004, Section 4.3.2., the State Agency shall attach a copy of the proposed contract that will be used under the DA. If the proposed contract includes modifications or additions to the CPO's contract templates or models, the State Agency shall redline the modifications or additions and include the redlined document as an attachment. An approved RER is required when the proposed contract involves modifications or additions to a template.

<b>Contracting Agency:</b>	<b>Tennessee Department of Correction</b>	
<b>Subject Program:</b>	<b>Execution Related Services</b>	
<b>A.</b>	<b>What is the purpose of this DA, and why is it necessary?</b>  <b>The Department of Correction has the responsibility for carrying out court-ordered executions as specified in TCA §§40-23-114, 40-23-115, and 40-23-116. The purpose of the authority is to procure services required to carry out court-ordered executions. Further reference is made to TCA 10-7-504(h)(1). Execution dates may be set by courts without much notice after an inmate has exhausted all appeals. Therefore, it is not possible to determine.</b>	
<b>B.</b>	<b>What is the Maximum Liability of the DA? The Maximum Liability shall not exceed ten million dollars (\$10,000,000) without an approved RER.</b>	<b>\$ 400,000.00</b>
<b>C.</b>	A purchase order is appropriate when the goods or services will be provided within ninety (90) days or less or represent a single transaction, as provided in CPO Policy 2013-004, Section 4.3.2.  <b>What is the Maximum Liability of a purchase order to be submitted or contract to be executed under this DA? The Maximum Liability of a purchase order or contract shall not exceed five million dollars (\$5,000,000) without an approved RER.</b>	<b>\$ 150,000.00</b>
<b>D.</b>	<b>What is the maximum number of individual contracts to be executed under this DA? If the proposed number of contracts is five (5) or fewer, provide a justification for why a DA is appropriate.</b>	<b>1</b>
<b>E.</b>	<b>What is the maximum term of an individual contract to be executed under this DA?</b> The term of any individual contract cannot extend beyond the approved DA's end date. An approved DA may remain in force and effect for up to twelve (12) months unless an approved Rule Exception Request for the DA or DG templates is obtained.	<b>12 months</b>
<b>F.</b>	Under CPO Policy 2013-004, Section 4.3.2, a purchase order is appropriate when goods or services will be provided within ninety (90) days or less. The State Agency certification for contracts is in Section G. <b>State Agency certification for purchases:</b> <b>1. The requesting State Agency certifies that each of the following is true and applicable:</b> <ul style="list-style-type: none"> <li>a) The need for goods or services is sporadic, and an advance determination of the volume, delivery, or exact costs of goods or services needed is not possible;</li> <li>b) It is impractical to award one or more fee-for-service contracts for the category of goods or services needed with compensation based upon unit or milestone rates;</li> <li>c) The program needs and general categories of goods or services are such that adequate guidelines can be developed to direct the State Agency in competitively making each purchase;</li> <li>d) All goods or services purchased can be delivered or performed in ninety (90) days or</li> </ul>	

- fewer or represent a single transaction, as provided in CPO Policy 2013-004, Section 4.3.2;
- e) The procurement terms, conditions, and criteria to be followed by the agency in making each purchase will be of such uniformity that the Central Procurement Office's individual, independent, and prior approval of each purchase is unnecessary;
  - f) The purchases involved will be of such uniformity, volume, and pressing need that the individual approval of each purchase by the Central Procurement Office is impractical; and
  - g) The State Agency staff has made appropriate and justified inquiries and assured the validity and justification of the maximum amounts in this DA application.
2. The summary cover sheet correctly records the requested delegated authority period in which every purchase must be made. Delivery may occur after the period.
  3. The State Agency will limit purchases to the goods or services and associated maximum payment rates for each line item detailed in Attachment 1.
  4. The State Agency shall make each purchase:
    - a) In strict accordance with the pre-defined, competitive process detailed in Attachment 3; and
    - b) Using the purchase order document designated by the Central Procurement Office.
  5. The State Agency shall ensure that every purchase made under the DA:
    - a) Has sufficient funds budgeted and available;
    - b) Complies with: Tennessee laws and regulations; Central Procurement Office rules, policies and procedures; program rules, policies and procedures; and any federal laws, rules, regulations, or requirements;
    - c) Creates a "contractor" relationship as defined in the US O.M.B.'s *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*;
    - d) Shall not create an employer/employee relationship as prohibited by Tenn. R. & Regs. § 0690-03-01-.17;
    - e) Shall not involve the procurement of goods, materials, supplies, equipment, or services EXCEPT as provided in this DA; and
    - f) Shall not provide for the payment of any amount directly or indirectly to an employee or official of the state of Tennessee.
  6. The State Agency will require the following documentation prior to payment for any purchase:
    - a) a copy of the CPO's designated purchase order document signed by the State Agency and the Vendor; and
    - b) A certification that the contractor selection process detailed in Attachment 3 was followed and the requested goods or services were delivered and accepted.
  7. The State Agency shall retain records to document that all purchases have been made in accordance with the limits, guidelines, and conditions specified in this DA.
  8. The State Agency shall provide all such reports and information relating to the purchases made under the approved DA as may be requested by state officials.

**G.** Under CPO Policy 2013-004, Section 4.3.2, a contract shall be executed if goods or services cannot be provided within ninety (90) days.

**State Agency certification for contracts:**

1. The requesting State Agency certifies that each of the following is true and applicable:
  - a) The program needs and general categories of services are such that adequate guidelines can be developed to direct the State Agency in competitively executing a number of similar contracts;
  - b) The individual contracts involved will be of such uniformity and standardization of processes, procedures, and contract terms that individual, independent, and prior approval is unnecessary and impractical; and
  - c) All individual contracts executed will create a "contractor" relationship as defined in Central Procurement Office Policy 2013-007.
2. The summary cover sheet correctly records the requested delegated authority period in

which every contract must begin.

3. The State Agency will draft each contract either with the exact scope of services ("Scope") detailed in Attachment 2 or using a combination of the provisions detailed in Attachment 2. In no event shall the Scope contain provisions that do not appear in Attachment 2. The State agency will draft each contract in compliance with the appropriate contract templates and models in effect at the time that each contract is drafted. Each contract must include a completed summary cover sheet attached at the front of each copy.
4. The State Agency will select contractors in strict accordance with the pre-defined, competitive process detailed in Attachment 3.
5. The State Agency will ensure that every contract entered into under this DA:
  - a) Has sufficient funds budgeted and available;
  - b) Complies with: Tennessee laws and regulations; Central Procurement Office rules and policies; program policies, rules, and regulations; and any federal laws, rules, regulations, and requirements;
  - c) Shall not create an employer/employee relationship as prohibited by Tenn. R. & Regs. § 0690-03-01-.17;
  - d) Shall not procure goods, materials, supplies, equipment, or services EXCEPT as provided in this DA; and
  - e) Shall not provide for the payment of any amount directly or indirectly to an employee or official of the State.
6. The State Agency will retain records to document that every contract has been executed in accordance with the limits, guidelines, and conditions specified in this DA.
7. The State Agency will provide all such reports and information relating to the executed contracts under this DA as may be requested by state officials.
8. The State Agency shall attach a copy of the proposed contract(s) that will be used under the DA. If the proposed contract or contracts include modifications or additions to contract templates or models, redline the modifications or additions in the attachment(s) and include an approved Rule Exception Request ("RER").

IN WITNESS WHEREOF, and by signature below, I certify that all information in this DA is, to the best of my knowledge, accurate and represents the limits, guidelines, conditions, and procedures that the State Agency shall follow in making each purchase or executing each contract.

Tony Parker, Commissioner

Date



### AUTHORIZED PURCHASE OF GOODS OR SERVICES & MAXIMUM RATE SCHEDULE

The rates below are maximum rates allowed, NOT standard or set rates (unless based upon federal government or TennCare set rates). The State Agency is encouraged to buy goods or services at lower rates than those below. All purchases under this DA shall comply with the vendor selection procedures specified in Attachment 3.

Good or Service	Maximum Rate
Travel Compensation/Reimbursement (relating to authorized service delivery)	<p>This Delegated Authority shall NOT authorize payment or reimbursement of a contractor's travel expenses to the site where goods are delivered or services are provided. If the State requires that the contractor travel somewhere other than the site where goods are delivered or services are performed, reimbursement shall be subject to amounts and limitations specified in the current "State Comprehensive Travel Regulations." Only necessary expenses incurred away from and back to the site where goods are delivered or services are performed shall be reimbursable.</p> <p><i>Note: This does NOT apply to any travel reimbursements paid to state clients (which may be provided for in this schedule).</i></p>
Electrical Services (includes maintenance, inspection, calibration, and testing of chair)	\$5,000.00 per execution
Execution Security Consultation	\$2,500.00 per execution
Physician Fee	\$3,000.00 per execution
Pharmacological Services	\$62,000.00 per execution
Medical Supply Vendor	\$5,000.00 annually
Paramedic Services	\$3,000.00 per execution
Emergency Medical Technician (EMT) monthly on-site training	\$9,000.00 annually
Media Tent Rental	\$1,000.00 per execution
Portable Lighting Rental	\$11,000 per execution
Diesel Fuel for Portable Lights	\$1,200.00 per execution
Portable Toilet Rental	\$1,000.00 per execution
Medical Supplies	\$1,000.00 per execution
Execution Related Supplies	\$10,000.00 annually
Meal Costs for Operational & Security Staff on duty day of execution	\$3,000.00 per execution



**CONTRACT SCOPE OF SERVICES TEXT**

Insert the scope of services ("Scope") that will be used in executed contracts or identify all provisions that will possibly appear in the Scope. If all contracts will contain the same Scope, note that below and include the Scope in the pro forma contract attached to the DA application. There is no need to provide the Scope in this Attachment and in the pro forma contract. If there will be a menu of scopes, identify all provisions that will possibly appear in the Scope in this Attachment. Then leave the Scope and Section C.3.b of the pro forma contract blank.

The Scope describes the services and deliverables that contractors must provide. It must specify all associated functional and technical requirements. The State Agency may include payment terms outside of Section C with an approved Rule Exception Request.

The State Agency head or designee signifies by signing this DA that all information in this DA is, to the best of his or her knowledge, accurate and represents the limits, guidelines, conditions, and procedures that the State Agency shall follow in executing each contract.

Scope (Contract section A)	Cost (Contract section C.3.b)
Deliverable 1	\$ / unit
Deliverable 2	\$ / unit

**PRE-DEFINED VENDOR OR CONTRACTOR SELECTION PROCESS AND CONTRACT MAXIMUM  
LIABILITY AMOUNT DETERMINATION PROCESS**

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The State Agency shall select vendors or contractors in strict accordance with the pre-defined, competitive or otherwise approved process described below. Any selection process authorized by CPO rules, policies, or manuals is acceptable, though some processes will require additional documentation or approvals. The State Agency shall retain records to show the basis of each purchase made or each contract executed under this Delegated Authority, including documentation that each purchase or contract was made in accordance with the processes below.

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The issue of capital punishment is one that often evokes strong feelings. Persons who are involved in the process of carrying out a death sentence may potentially be subject to harassment, retaliation, and stigma, making it difficult to obtain necessary services. Some suppliers have refused to sell goods or services to corrections departments knowing they will be used in an execution. The controversial nature of the task itself makes it crucial that the Warden have the utmost confidence in each person on the execution team. For these reasons, competitive procurement processes are inappropriate for obtaining the services required for an execution.


Persons providing services during an execution are selected by the Warden based upon criteria including length of service, ability to maintain confidentiality, maturity, willingness to participate, satisfactory work performance, professionalism, recommendations to the Warden, and review of personnel files. Payment is verbally negotiated at the time of the person's selection to be a member of the execution team.

As to pharmacological services, the specific drugs used in a lethal injection execution are established in the Department's execution manual. Some come in a kit and must be mixed shortly before use. The manual contains detailed instructions on the preparation of the drugs based upon specific packaging, volume and concentration. To ensure that the drugs are consistently obtained in the same volume and concentration and same packaging that the instructions are based upon, the Department purchases the drugs from the same vendor each time. The current vendor was chosen after several potential sources were contacted and no other vendor could provide the required services.

The processes described above are consistent with the testimony presented in a recent challenge to the State's lethal injection protocol. Based on that record, the U.S. Court of Appeals for the Sixth Circuit held that the State's protocol does not violate the 8<sup>th</sup> Amendment. See Harbison v. Little, 571 F.3d 531 (6<sup>th</sup> Cir. 2009). Changes to these processes may provide new avenues of litigation and delays in executions. It may also adversely affect the Department's ability to procure the required services.



## DELEGATED AUTHORITY

<b>Agency Tracking #</b> [REDACTED]	<b>Edison ID</b>	<b>Effective Date</b> July 1, 2021	<b>End Date</b> June 30, 2022		
<b>Edison ID of prior, similar document (if any)</b>		65328			
<b>Service Caption</b> Execution Related Services					
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Maximum Liability</b>
2022	\$400,000.00				\$400,000.00
<b>TOTAL:</b>	<b>\$400,000.00</b>				<b>\$400,000.00</b>
<b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.					
		<i>CPO USE – DA</i>			
Digitally signed by Lisa Parks Date: 2021.04.09 12:39:35 -05'00'					
<b>Speed Chart (optional)</b>		<b>Account Code (optional)</b>			

## DELEGATED AUTHORITY

This Delegated Authority ("DA") application, if approved in accordance with Central Procurement Office ("CPO") rules, policies, and procedures, shall authorize the applicant state agency ("State Agency") to purchase goods or services or execute contracts for the specified program without individual, independent approval, PROVIDED THAT all purchases and executed contracts comply with CPO rules, policies and procedures, and are within the limits, guidelines, and conditions of this DA. All purchases under an approved DA shall be made using purchase orders in compliance with CPO Policy 2013-004, Section 4.3.2. Where a contract is required under Policy 2013-004, Section 4.3.2., the State Agency shall attach a copy of the proposed contract that will be used under the DA. If the proposed contract includes modifications or additions to the CPO's contract templates or models, the State Agency shall redline the modifications or additions and include the redlined document as an attachment. An approved RER is required when the proposed contract involves modifications or additions to a template.

<b>Contracting Agency:</b>	<b>Tennessee Department of Correction</b>	
<b>Subject Program:</b>	<b>Execution Related Services</b>	
<b>A.</b>	<b>What is the purpose of this DA, and why is it necessary?</b>  <b>The Department of Correction has the responsibility for carrying out court-ordered executions as specified in TCA §§40-23-114, 40-23-115, and 40-23-116. The purpose of the authority is to procure services required to carry out court-ordered executions. Further reference is made to TCA 10-7-504(h)(1). Execution dates may be set by courts without much notice after an inmate has exhausted all appeals. Therefore, it is not possible to determine.</b>	
<b>B.</b>	<b>What is the Maximum Liability of the DA? The Maximum Liability shall not exceed ten million dollars (\$10,000,000) without an approved RER.</b>	<b>\$ 400,000.00</b>
<b>C.</b>	A purchase order is appropriate when the goods or services will be provided within ninety (90) days or less or represent a single transaction, as provided in CPO Policy 2013-004, Section 4.3.2.  <b>What is the Maximum Liability of a purchase order to be submitted or contract to be executed under this DA? The Maximum Liability of a purchase order or contract shall not exceed five million dollars (\$5,000,000) without an approved RER.</b>	<b>\$ 150,000.00</b>
<b>D.</b>	<b>What is the maximum number of individual contracts to be executed under this DA? If the proposed number of contracts is five (5) or fewer, provide a justification for why a DA is appropriate.</b>	<b>1</b>
<b>E.</b>	<b>What is the maximum term of an individual contract to be executed under this DA?</b> The term of any individual contract cannot extend beyond the approved DA's end date. An approved DA may remain in force and effect for up to twelve (12) months unless an approved Rule Exception Request for the DA or DG templates is obtained.	<b>12 months</b>
<b>F.</b>	Under CPO Policy 2013-004, Section 4.3.2, a purchase order is appropriate when goods or services will be provided within ninety (90) days or less. The State Agency certification for contracts is in Section G. <b>State Agency certification for purchases:</b> <b>1. The requesting State Agency certifies that each of the following is true and applicable:</b> <ul style="list-style-type: none"> <li>a) The need for goods or services is sporadic, and an advance determination of the volume, delivery, or exact costs of goods or services needed is not possible;</li> <li>b) It is impractical to award one or more fee-for-service contracts for the category of goods or services needed with compensation based upon unit or milestone rates;</li> <li>c) The program needs and general categories of goods or services are such that adequate guidelines can be developed to direct the State Agency in competitively making each purchase;</li> <li>d) All goods or services purchased can be delivered or performed in ninety (90) days or</li> </ul>	

- fewer or represent a single transaction, as provided in CPO Policy 2013-004, Section 4.3.2;
- e) The procurement terms, conditions, and criteria to be followed by the agency in making each purchase will be of such uniformity that the Central Procurement Office's individual, independent, and prior approval of each purchase is unnecessary;
  - f) The purchases involved will be of such uniformity, volume, and pressing need that the individual approval of each purchase by the Central Procurement Office is impractical; and
  - g) The State Agency staff has made appropriate and justified inquiries and assured the validity and justification of the maximum amounts in this DA application.
2. The summary cover sheet correctly records the requested delegated authority period in which every purchase must be made. Delivery may occur after the period.
  3. The State Agency will limit purchases to the goods or services and associated maximum payment rates for each line item detailed in Attachment 1.
  4. The State Agency shall make each purchase:
    - a) In strict accordance with the pre-defined, competitive process detailed in Attachment 3; and
    - b) Using the purchase order document designated by the Central Procurement Office.
  5. The State Agency shall ensure that every purchase made under the DA:
    - a) Has sufficient funds budgeted and available;
    - b) Complies with: Tennessee laws and regulations; Central Procurement Office rules, policies and procedures; program rules, policies and procedures; and any federal laws, rules, regulations, or requirements;
    - c) Creates a "contractor" relationship as defined in the US O.M.B.'s *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*;
    - d) Shall not create an employer/employee relationship as prohibited by Tenn. R. & Regs. § 0690-03-01-.17;
    - e) Shall not involve the procurement of goods, materials, supplies, equipment, or services EXCEPT as provided in this DA; and
    - f) Shall not provide for the payment of any amount directly or indirectly to an employee or official of the state of Tennessee.
  6. The State Agency will require the following documentation prior to payment for any purchase:
    - a) a copy of the CPO's designated purchase order document signed by the State Agency and the Vendor; and
    - b) A certification that the contractor selection process detailed in Attachment 3 was followed and the requested goods or services were delivered and accepted.
  7. The State Agency shall retain records to document that all purchases have been made in accordance with the limits, guidelines, and conditions specified in this DA.
  8. The State Agency shall provide all such reports and information relating to the purchases made under the approved DA as may be requested by state officials.

**G.** Under CPO Policy 2013-004, Section 4.3.2, a contract shall be executed if goods or services cannot be provided within ninety (90) days.

**State Agency certification for contracts:**

1. The requesting State Agency certifies that each of the following is true and applicable:
  - a) The program needs and general categories of services are such that adequate guidelines can be developed to direct the State Agency in competitively executing a number of similar contracts;
  - b) The individual contracts involved will be of such uniformity and standardization of processes, procedures, and contract terms that individual, independent, and prior approval is unnecessary and impractical; and
  - c) All individual contracts executed will create a "contractor" relationship as defined in Central Procurement Office Policy 2013-007.
2. The summary cover sheet correctly records the requested delegated authority period in

which every contract must begin.

3. The State Agency will draft each contract either with the exact scope of services ("Scope") detailed in Attachment 2 or using a combination of the provisions detailed in Attachment 2. In no event shall the Scope contain provisions that do not appear in Attachment 2. The State agency will draft each contract in compliance with the appropriate contract templates and models in effect at the time that each contract is drafted. Each contract must include a completed summary cover sheet attached at the front of each copy.
4. The State Agency will select contractors in strict accordance with the pre-defined, competitive process detailed in Attachment 3.
5. The State Agency will ensure that every contract entered into under this DA:
  - a) Has sufficient funds budgeted and available;
  - b) Complies with: Tennessee laws and regulations; Central Procurement Office rules and policies; program policies, rules, and regulations; and any federal laws, rules, regulations, and requirements;
  - c) Shall not create an employer/employee relationship as prohibited by Tenn. R. & Regs. § 0690-03-01-.17;
  - d) Shall not procure goods, materials, supplies, equipment, or services EXCEPT as provided in this DA; and
  - e) Shall not provide for the payment of any amount directly or indirectly to an employee or official of the State.
6. The State Agency will retain records to document that every contract has been executed in accordance with the limits, guidelines, and conditions specified in this DA.
7. The State Agency will provide all such reports and information relating to the executed contracts under this DA as may be requested by state officials.
8. The State Agency shall attach a copy of the proposed contract(s) that will be used under the DA. If the proposed contract or contracts include modifications or additions to contract templates or models, redline the modifications or additions in the attachment(s) and include an approved Rule Exception Request ("RER").

IN WITNESS WHEREOF, and by signature below, I certify that all information in this DA is, to the best of my knowledge, accurate and represents the limits, guidelines, conditions, and procedures that the State Agency shall follow in making each purchase or executing each contract.

Tony Parker, Commissioner

Date



### AUTHORIZED PURCHASE OF GOODS OR SERVICES & MAXIMUM RATE SCHEDULE

The rates below are maximum rates allowed, NOT standard or set rates (unless based upon federal government or TennCare set rates). The State Agency is encouraged to buy goods or services at lower rates than those below. All purchases under this DA shall comply with the vendor selection procedures specified in Attachment 3.

Good or Service	Maximum Rate
Travel Compensation/Reimbursement (relating to authorized service delivery)	<p>This Delegated Authority shall NOT authorize payment or reimbursement of a contractor's travel expenses to the site where goods are delivered or services are provided. If the State requires that the contractor travel somewhere other than the site where goods are delivered or services are performed, reimbursement shall be subject to amounts and limitations specified in the current "State Comprehensive Travel Regulations." Only necessary expenses incurred away from and back to the site where goods are delivered or services are performed shall be reimbursable.</p> <p><i>Note: This does NOT apply to any travel reimbursements paid to state clients (which may be provided for in this schedule).</i></p>
Electrical Services (includes maintenance, inspection, calibration, and testing of chair)	\$5,000.00 per execution
Execution Security Consultation	\$2,500.00 per execution
Physician Fee	\$3,000.00 per execution
Pharmacological Services	\$62,000.00 per execution
Medical Supply Vendor	\$5,000.00 annually
Paramedic Services	\$3,000.00 per execution
Emergency Medical Technician (EMT) monthly on-site training	\$9,000.00 annually
Media Tent Rental	\$1,000.00 per execution
Portable Lighting Rental	\$11,000 per execution
Diesel Fuel for Portable Lights	\$1,200.00 per execution
Portable Toilet Rental	\$1,000.00 per execution
Medical Supplies	\$1,000.00 per execution
Execution Related Supplies	\$10,000.00 annually
Meal Costs for Operational & Security Staff on duty day of execution	\$3,000.00 per execution



**CONTRACT SCOPE OF SERVICES TEXT**

Insert the scope of services ("Scope") that will be used in executed contracts or identify all provisions that will possibly appear in the Scope. If all contracts will contain the same Scope, note that below and include the Scope in the pro forma contract attached to the DA application. There is no need to provide the Scope in this Attachment and in the pro forma contract. If there will be a menu of scopes, identify all provisions that will possibly appear in the Scope in this Attachment. Then leave the Scope and Section C.3.b of the pro forma contract blank.

The Scope describes the services and deliverables that contractors must provide. It must specify all associated functional and technical requirements. The State Agency may include payment terms outside of Section C with an approved Rule Exception Request.

The State Agency head or designee signifies by signing this DA that all information in this DA is, to the best of his or her knowledge, accurate and represents the limits, guidelines, conditions, and procedures that the State Agency shall follow in executing each contract.

Scope (Contract section A)	Cost (Contract section C.3.b)
Deliverable 1	\$ / unit
Deliverable 2	\$ / unit

**PRE-DEFINED VENDOR OR CONTRACTOR SELECTION PROCESS AND CONTRACT MAXIMUM  
LIABILITY AMOUNT DETERMINATION PROCESS**

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The State Agency shall select vendors or contractors in strict accordance with the pre-defined, competitive or otherwise approved process described below. Any selection process authorized by CPO rules, policies, or manuals is acceptable, though some processes will require additional documentation or approvals. The State Agency shall retain records to show the basis of each purchase made or each contract executed under this Delegated Authority, including documentation that each purchase or contract was made in accordance with the processes below.

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The issue of capital punishment is one that often evokes strong feelings. Persons who are involved in the process of carrying out a death sentence may potentially be subject to harassment, retaliation, and stigma, making it difficult to obtain necessary services. Some suppliers have refused to sell goods or services to corrections departments knowing they will be used in an execution. The controversial nature of the task itself makes it crucial that the Warden have the utmost confidence in each person on the execution team. For these reasons, competitive procurement processes are inappropriate for obtaining the services required for an execution.

Persons providing services during an execution are selected by the Warden based upon criteria including length of service, ability to maintain confidentiality, maturity, willingness to participate, satisfactory work performance, professionalism, recommendations to the Warden, and review of personnel files. Payment is verbally negotiated at the time of the person's selection to be a member of the execution team.

As to pharmacological services, the specific drugs used in a lethal injection execution are established in the Department's execution manual. Some come in a kit and must be mixed shortly before use. The manual contains detailed instructions on the preparation of the drugs based upon specific packaging, volume and concentration. To ensure that the drugs are consistently obtained in the same volume and concentration and same packaging that the instructions are based upon, the Department purchases the drugs from the same vendor each time. The current vendor was chosen after several potential sources were contacted and no other vendor could provide the required services.

The processes described above are consistent with the testimony presented in a recent challenge to the State's lethal injection protocol. Based on that record, the U.S. Court of Appeals for the Sixth Circuit held that the State's protocol does not violate the 8<sup>th</sup> Amendment. See Harbison v. Little, 571 F.3d 531 (6<sup>th</sup> Cir. 2009). Changes to these processes may provide new avenues of litigation and delays in executions. It may also adversely affect the Department's ability to procure the required services.